

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: April 27, 2004

IFB #: 1386

Title: Construction: Furnish and Install Gymnasium Floor at Queens Lake Middle School

Classification Code: 36000/91025

Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd./P.O. Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County School Board of York County, Virginia

Construction Project Management

302 Dare Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 4:00 p. m. on Tuesday, June 1, 2004

At Which Time They Shall Be Opened In Public And Read Aloud.

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, VCO, Buyer II,
Telephone: (757) 890-3680.

For Inquiries Regarding Technical Information Or To Arrange Site Visit(s), contact Mr. Jim Wilkins,
Director of Maintenance Operations, School Division at 757-898-0472.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And All The Conditions Imposed Herein, The Undersigned
Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 31.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in ink

Print Name: _____

Zip Code

Title: _____

Telephone No.: (____) _____

Facsimile No.: (____) _____

Federal Tax ID#: _____

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bids (IFB) to acquire the services of a fully qualified Contractor to furnish and install an approved interlocking modular floor in the Queens Lake Middle School gymnasium for the County School Board of York County, Virginia, hereinafter the "Owner".

2.0 SCOPE OF WORK:

The successful bidder, hereinafter the "Contractor", shall provide all material, equipment, warranties, labor, supervision, permits, and insurance required to complete the "turn-key" installation of approximately 4,800 square feet of interlocking modular floor in the Queens Lake Middle School gymnasium, 124 West Queens Drive, Williamsburg, Yorktown, Virginia 23185, as per specifications in Section 3.0 below and the terms and conditions contained herein at the price provided by bidder on the Price Schedule (Section 31.0). The installation shall include a four inch (4") cove base, three (3) mm underlay, and striping of the game lines for basketball and volleyball. Installation shall be on a concrete floor.

3.0 SPECIFICATIONS:

This project is a turn-key installation that can begin on or about July 15, 2004 and shall be completed on or before August 25, 2004.

3.1 Materials And Services To Be Provided By Contractor:

Contractor shall provide and install the following materials and services:

- 3.1.1 Flooring: Imperial flooring shall be solid top design and shall be 12" x 12" x ½" high impact Polypropylene Copolymer suspended modules with 24, 2 stage dual directional mechanical locks with Quadra-Fit Technology and minimal spacing for a nearly seamless appearance, 225 conical support columns, 10 year limited warranty as manufactured by ProLine SPF in the USA.
- 3.1.2 Pre-approval of alternative products: Bidders considering submitting bids for the installation of products of other manufacturers shall provide information, literature, specifications and material samples to Cathy Hodock in Central Purchasing at least seven (7) calendar days prior to the due date of the bids if they desire consideration of the product for this project. Owner's determination as to the acceptability of any alternative product is in Owner's sole discretion and is final and unreviewable.
- 3.1.3 Cove Base: Vinyl cove base shall be four inches (4") high, .125 inch (.125") thick, outside and inside corners pre-molded, top set cove type. Color(s) shall be selected by Owner following award of bid.
- 3.1.4 Paint: Paint for game lines shall adhere to selected surface material. Colors shall be selected by Owner following award of bid.
- 3.1.5 Underlayment: Underlayment shall be polymerically-bound recycled rubber membrane (permeable).

3.2 All work shall comply with industry standards.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 03-36), and any revisions thereto.

4.2 Mandatory Use of Owner's Form:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time.

4.3 Opening Date/Time:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Central Purchasing after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the bidder to see that his bid is in the Central Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.4 Inconsistencies In Conditions:

In the event there are inconsistencies between the Terms and Conditions of the Invitation For Bids and any other schedules contained herein, the latter shall take precedence.

4.5 Clarifications of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by Central Purchasing.

4.6 Testing/Inspection:

The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

4.7 Invoices:

Invoices for goods and services ordered, delivered and accepted shall be submitted directly to 'INVOICE TO:' address shown on the purchase order. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

4.8 Default:

In event of default by the Contractor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

4.9 Ethics in Public Contracting:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.10 Anti-Discrimination:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.11 Immigration Reform and Control Act of 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.12 Indemnity Agreement:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

5.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- 5.1 Award will be made to the lowest responsible and responsive bidder as determined by the Owner. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

- 5.2 Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 5.3 Acceptance of a bid by the Owner is not an order to proceed.
- 5.4 Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the products and services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- 5.5 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids.
- 5.6 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- 5.7 Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- 5.8 If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
- 6.0 INSURANCE:
The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor, and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.
- 6.1 Worker's Compensation and Employer's Liability
Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000
- 6.2 Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.
Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

6.3 Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

6.4 Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

7.0 BID SECURITY:

Bids shall be accompanied by a bid guarantee of not less than Five Percent (5%) of the bid, which may be a Bid Bond, a Certified Check, or Cashier's Check, made payable to Deborah Robinson, Treasurer, York County, Virginia. Such Bid Bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days; and, that if his bid is accepted, he will enter into a formal contract with the Owner, and the required bond will be given.

8.0 AWARD AND EXECUTION OF CONTRACT:

8.1 Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

8.2 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract along with the required Payment and Performance bonds prior to approval by the County Attorney.

8.3 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the Owner may allow. All documents referred to are attached hereto.

8.4 Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the

corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign, and in the case of a partnership, the signature of a partner shall bind the partnership. In the case of a limited liability company, a member, or the manager if any, shall sign.

8.5 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the Contractor to pay such subcontractor any sums owed by the Contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner and any work by subcontractor shall immediately cease. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

8.6 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

9.0 CONTRACTOR'S DUTIES:

All work performed under this contract shall be performed in accordance with all provisions of the specifications or terms and conditions and scope of work and must be approved in writing by the Owner or his representative. The Contractor shall be responsible for having made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections.

10.0 MATERIALS:

All materials supplied by the Contractor under the provisions of section 3.0 of these specifications shall be new materials of the kind and character called for by the specifications and scope of work except where otherwise stated herein. Defective equipment or material damaged in the course of

installation or tests shall be replaced or repaired in a manner satisfactory to the Owner at no cost to Owner. All materials and equipment to be furnished under the specifications and scope of work shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current and most recent standard design.

11.0 ALTERNATE MATERIALS:

- 11.1 All materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications or scope of work pertaining to the material or article, only the specified items shall be used. In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the proposed use of an alternate article other than that specified must be approved by the Owner. The Owner reserves the right to reject any or all bids.

The burden of proof as to the comparative quality and suitability of alternative equipment, articles, materials, or products shall be upon the bidder and he/she shall furnish at his own expense, such information relating thereto as may be required by the Owner in accordance with this section. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, materials, or products, and Owner's decisions shall be final and unreviewable.

11.2 Approval of Alternate Products:

Requests for approval of alternate products shall be submitted in writing to the Central Purchasing Office a minimum of seven (7) calendar days prior to the due date and time of the bids and shall include manufacturers sample(s) (see section 3.1.2).

12.0 FAMILIARITY WITH WORK:

The Owner has endeavored to ascertain all pertinent information regarding site conditions, and has, to the best of its ability, furnished all such information to the bidders. Such information is given, however, as being the best factual information available to the Owner, but is advisory only. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can affect the work under this agreement. There shall be no claim allowed for additional compensation to Contractor based upon unanticipated or additional work unless Contractor can show to Owner's satisfaction that such unanticipated or additional work could not have been discovered by reasonable means prior to the bid.

13.0 SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall assign a project manager to the work and have a competent superintendent or foreman satisfactory to the Owner on the work site at all times during progress of the work. The Contractor shall, at all times, enforce strict discipline and order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

The Owner reserves the right to suspend the work until such time as a competent foreman or supervisor satisfactory to the Owner is assigned to the project. Contract time shall not be extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended work.

14.0 RIGHTS OF VARIOUS INTERESTS:

Whenever work being done by the Owner's, utility companies, or other contractor's forces is contiguous to work covered by this agreement, the respective rights of various interests shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

15.0 CLEAN-UP:

The Contractor shall leave Owner's property free of all debris and accumulations of material that would be unsightly or interfere with normal operations. Contractor shall keep the project site, including any surrounding parking areas, walkways and lawn areas, clean at all times. Contractor shall remove all trash while work is in progress. All debris shall be constantly picked up and properly disposed of.

16.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications or scope of work of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications and scope of work shall be made on the basis of this statement.

17.0 PERMITS, LICENSES AND REGULATIONS:

All work shall comply with all applicable federal, state and local regulations, codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor and/or subcontractor shall be responsible for obtaining all necessary building permits (no charge to Contractor for School Division projects). Further, the Contractor shall keep himself fully informed of any County regulation and all state and federal laws which in any manner effect the work herein specified.

In any instance where these specifications or scope of work call for materials for construction of a better quality or larger size than required by the codes, the provisions of the specifications and scope of work shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.

18.0 CONTRACTOR'S SITE ACCESS AND DUTIES:

During the performance of the contract, the Contractor will be permitted to occupy such portions

of the site as required, or as permitted by the Owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stacked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or subcontractors or the Owner.

Upon completion of the work and before acceptance and final payment is made by the Owner, the Contractor shall clean and remove from the site of the work, all surplus and discarded materials, temporary structures, and debris of any kind. Contractor shall leave the project site in a neat and orderly condition equal to that which originally existed. Waste materials removed from the project site will be disposed of at locations satisfactory to the Owner.

19.0 REPLACEMENT OF DAMAGED PROPERTY:

The Contractor shall replace or repair any property damaged by Contractor, subcontractor (s), or their employees or agents, including but not limited to finished surfaces, existing structures, fences, trees, plants, grass, walks, drives, and building surfaces, without limitation, to Owner's satisfaction at the Contractor's sole expense. Contractor shall, at no cost to Owner, restore to its original condition any private, Owner, or other's property, equipment or materials damaged as a result of the work associated with this project.

20.0 OWNER'S ACCESS:

The Owner or Owner's representative shall at all times have access to the work site. The Contractor shall keep the Owner advised of the progress of the project and shall provide opportunity for the Owner or Owner's representative to inspect the project. The Contractor shall provide proper and safe facilities for such access and for inspection.

21.0 WITHDRAWAL OF BIDS DUE TO ERROR:

Withdrawal of bids for construction contracts shall be considered only in the manner specified in the advertisement for bids in accordance with the provisions of clause (i) Section 2.2-4330(A) of the Code of Virginia. The following procedure shall be used for withdrawal of bids:

The bidder shall submit to the Purchasing Agent a notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

22.0 SURETY:

The Contractor shall furnish four original Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

23.0 LIQUIDATED DAMAGES CLAUSE:

Time is of the essence in the performance of this contract. Because the consequences of Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$100.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the Contract Documents remains unfinished.

24.0 FINAL APPROVAL/TESTING:

All work shall be inspected and approved by the Owner. Any defects in workmanship, material or equipment shall be corrected by the Contractor before final acceptance will be given by the Owner.

25.0 CHANGE ORDERS:

Additional Work

Before any work under this agreement shall qualify as additional work, the Contractor shall notify the Owner, in writing, of his intention to treat certain work, if performed, as additional work and his reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by Contractor shall not be construed as proving the validity of the claim. Owner must provide written approval to Contractor before the additional work will be honored by Owner.

Execution of Change Orders

When the Owner agrees that particular work identified by the Contractor's written notice is additional work, or when the Owner and Contractor otherwise conclude mutually that a change in the terms of the agreement is necessary, the parties will execute a written Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this agreement by an employee or representative of the Owner, shall be binding on the Owner.

26.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

27.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Contractor, this agreement may be canceled by the Owner at any time with no liability to Owner when in the sole judgment of the Owner the product furnished, or service rendered, by the Contractor is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

28.0 PAYMENTS TO THE CONTRACTOR:

The Owner shall pay the Contractor the lump sum price within thirty (30) days following written acceptance of the complete job by the Owner.

Contract Sum:

The Contract Sum is stated in the Agreement and, including adjustments authorized in writing, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

The Contractor warrants that title to all work covered by a payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an invoice all work for which invoices have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

The Owner reserves the right not to make the payment invoiced if the Owner finds:
defective work not remedied,

third party claims filed or reasonable evidence indicating probable filing of such claims,

failure of the Contractor to make payments properly to subcontractors or for labor,
materials or equipment,

reasonable evidence that the work cannot be completed for the Contract Sum,

damage to the Owner or another contractor,

reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or

persistent failure to carry out the work in accordance with the Contract Documents.

When the above reasons for withholding payment are remedied and/or removed, the Owner will pay to the Contractor those amounts previously withheld.

The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in similar manner.

The Owner shall have no obligation to pay or to see to or to guarantee the payment of money to a subcontractor except as may otherwise be required by law.

Payment to material suppliers shall be treated in a manner similar to that provided in this section.

A payment for partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

29.0 **GUARANTEE:**

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of five years after date of final completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of five years, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver by Owner to seek any available legal or equitable remedy, or remedy provided by any applicable warranty, within the time provided by any applicable statute of limitation or warranty period.

30.0 **CONTRACTOR REGISTRATION:**

If a contract is for seventy thousand dollars (\$70,000) or more, or if total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed as a "CLASS A CONTRACTOR." If a contract is for fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the bidder is required to be licensed as a "CLASS B CONTRACTOR."

The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor

License Number:

Licensed Class A Virginia Contractor No. _____ Class

Licensed Class B Virginia Contractor No. _____ Class

If a bidder shall fail to obtain this license prior to submission of bid, the bid shall not be considered.

31.0 **PRICE SCHEDULE:**

In accordance with the specifications, terms and conditions, and related documents herein, The bidder agrees to provide all labor, supervision, materials, tools, equipment, warranties, and insurance, as follows:

DESCRIPTION

LUMP SUM

31.1 INSTALLATION OF INTERLOCKING MODULAR GYMNASIUM FLOOR AT QUEENS LAKE MIDDLE SCHOOL \$ _____

Manufacturer(s) and Products: _____

32.0 COMPLETION DATE:

All work as set forth herein shall be finally completed on or before August 25, 2004, following issuance of a written Notice to Proceed. State your earliest firm completion date:

Contractor agrees to finally complete all work on or before _____.

33.0 SIGNATURES:

Signature of person, firm or corporation making bid: _____

Date: _____

Type/Print Name: _____

Firm Name: _____

Title: _____

Mailing Address: _____

Virginia Registration No.: _____

Complete below if Bidder is a Partnership:

Name of All Partners:

Residence of All Partners:

34.0 CONTRACTOR DATA:

Please complete the following:

34.1 Years in Business: Indicate the length of time you have been in business providing this type of product/service: _____ years _____ months.

34.2 References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of product/service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT

DATE

ADDRESS

PERSON TO CONTACT
AND PHONE NUMBER

35.0 ADDENDA:

The Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date |
|--------------|------|
| | |
| | |
| | |
| | |

SAMPLE
CONTRACT FORM
CONSTRUCTION RELATED SERVICES CONTRACT

Agreement No. _____

This AGREEMENT, dated this _____ day of _____, 2004, is by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and _____ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete:

CONSTRUCTION: FURNISH AND INSTALL A GYMNASIUM FLOOR AT QUEENS LAKE
MIDDLE SCHOOL IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1386

all in strict accordance with the Plans and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of five years after date of final completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of five years, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver by Owner to seek any available legal or equitable remedy, or remedy provided by any applicable warranty, within the time provided by any applicable statute of limitation or warranty period.

THE BID SCHEDULE OF THE SUCCESSFUL OFFEROR
SHALL BE CONFORMED AND INSERTED HEREIN
TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the lump total price as contained on the Price Schedule incorporated herein and attached hereto.

The Contract Amount is _____
(\$_____) based upon the lump sum total price extended as herein contained.

Payments:

The Owner will pay the lump sum total contract price to the Contractor with thirty (30) days following acceptance of the completion of all work by the Owner.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK SHALL BE FINALLY COMPLETED ON OR BEFORE AUGUST 25, 2004, FOLLOWING ISSUANCE OF A WRITTEN NOTICE TO PROCEED.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Liquidated Damages:

Time is of the essence in the performance of this contract. Because the consequences of Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$100.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Invitation For Bids (IFB #1386), including any and all attachments, addenda, and exhibits
3. Bid Proposal
4. Construction Contract (this document), Agreement No. _____
5. Bid Bond
6. Payment Bonds
7. Performance Bonds
8. Certificate(s) of Insurance
9. Contractor's License
10. Notice of Award
11. Notice to Proceed
12. Change Orders (if any)

13. Other Documents as may be required by law or appended hereto

14. ADDENDA: No. _____, dated _____, No. _____, dated _____

15. Warranty Documents

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME

County School Board of York County, Virginia

OWNER

TITLE

BY: _____

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST:

NAME

CONTRACTOR

TITLE

BY

TITLE

CONTRACTOR'S ADDRESS:

TYPE/PRINT NAME

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM GL-20-10
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County School Board of York County, Virginia

(Name of Owner)

302 Dare Road, Yorktown, Virginia 23692

(Address of Owner)

hereinafter called Owner, in the penal sum of _____
_____ Dollars, (\$_____), in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____, 2004, a copy of which is
hereto attached and made a part hereof for:

CONSTRUCTION: FURNISH AND INSTALL A GYMNASIUM FLOOR AT QUEENS LAKE
MIDDLE SCHOOL IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1386

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,
and corporations furnishing material for or performing labor in the prosecution of the work provided for in
such Contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or
used in connection with the construction of such Work, and all insurance premiums on said Work, and for
all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the ____ day of _____, 2004.

ATTEST:

(PRINCIPAL) SECRETARY

SEAL

PRINCIPAL
BY _____

WITNESS TO PRINCIPAL

ADDRESS

ADDRESS

ATTEST:

(SURETY) SECRETARY

SEAL

SURETY
BY _____
(ATTORNEY-IN-FACT)

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: Date of Bond must be as to or later than the date of Contract. If Contractor is a Partnership, all partners must execute Bond.

CONTRACT FORM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County School Board of York County, Virginia

(Name of Owner)

302 Dare Road, Yorktown, Virginia 23692

(Address of Owner)

hereinafter called Owner, in the penal sum of _____
_____ Dollars, (\$_____), in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____, 2004, a copy of which is hereto
attached and made a part hereof for:

CONSTRUCTION: FURNISH AND INSTALL A GYMNASIUM FLOOR AT QUEENS LAKE
MIDDLE SCHOOL IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1386

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred
under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the . day of _____, 2004.

ATTEST:

(PRINCIPAL) SECRETARY

SEAL

PRINCIPAL

BY _____

WITNESS TO PRINCIPAL

ADDRESS

ADDRESS

ATTEST:

(SURETY) SECRETARY

SEAL

SURETY

BY _____

(ATTORNEY-IN-FACT)

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: Date of Bond must be as to or later than the date of Contract. If Contractor is a Partnership, all partners must execute Bond.